

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ignite Restaurant Group, Inc.		03/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2419307	EAT CRABS. HAVE FUN!	
Registration Number:	3339167	FAR AWAY FROM EVERYDAY	
Registration Number:	2125102	FREE CRABS TOMORROW	
Registration Number:	2148694	FREE CRABS TOMORROW	
Registration Number:	3023367	JOE JUNIOR AND THE CRAB CLUB	
Registration Number:	1972218	JOE'S CRAB SHACK	
Registration Number:	1955196	JOE'S CRAB SHACK	
Registration Number:	1980521	JOE'S CRAB SHACK	
Registration Number:	2075735	JOE'S CRAB SHACK NO VACANCY	
Registration Number:	2981272	JOE'S SEAFOOD HOUSE	
Registration Number:	2757177	JOE'S SEAFOOD SHACK	
Registration Number:	2782406	JOE'S SHRIMP HOUSE	
Registration Number:	3069795		
Registration Number:	2099152	PEACE LOVE & CRABS!	

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Registration Number:	2101214	PEACE LOVE & CRABS!
Registration Number:	2183259	SEAFOOD WITH AN ATTITUDE!
Registration Number:	1917042	JOE'S CRAB SHACK AN EMBARRASSMENT TO ANY NEIGHBORHOOD
Serial Number:	85041046	JOE'S CRAB SHACK
Serial Number:	85040608	JOE'S CRAB SHACK
Serial Number:	85041044	JOE'S CRAB SHACK
Serial Number:	85042703	JOE'S CRAB SHACK
Serial Number:	85041042	JOE'S CRAB SHACK

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	03/25/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE"), as Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 24, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the other Credit Parties, the Lenders from time to time party thereto, GE as Agent for itself, the L/C Issuers and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IGNITE RESTAURANT GROUP, INC.

as Grantor

By: 

Name: Edward W. Engel

Title: Vice President and Secretary

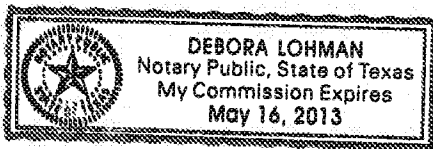
[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

State of Texas)
County of Harris) ss.

On this 21 day of March, 2011 before me personally appeared Edward W. Engel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ignite Restaurant Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Debora Lohman
Notary Public

[Notary Page to Trademark Security Agreement]

TRADEMARK
REEL: 004506 FRAME: 0622

ACKNOWLEDGED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: Kristine M. Jurczyk

Name: Kristine M. Jurczyk

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004506 FRAME: 0623

SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Record Owner
JOE'S CRAB SHACK and Design (Arrow Design) (Black & White)	85/041,046 (application)	5/18/2010 (filing date)	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK and Design (Arrow Design) (Black & White)	85/040,608 (application)	5/17/2010 (filing date)	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK	85/041,044 (application)	5/18/2010 (filing date)	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK and Design (Arrow Design) (Color)	85/042,703 (application)	5/19/2010 (filing date)	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK and Design (Arrow Design) (Color)	85/041,042 (application)	5/18/2010 (filing date)	Ignite Restaurant Group, Inc.
EAT CRABS. HAVE FUN!	2,419,307	1/9/2001	Ignite Restaurant Group, Inc.
FAR AWAY FROM EVERYDAY	3,339,167	11/20/2007	Ignite Restaurant Group, Inc.
FREE CRABS TOMORROW	2,125,102	12/30/1997	Ignite Restaurant Group, Inc.
FREE CRABS TOMORROW and Design	2,148,694	4/7/1998	Ignite Restaurant Group, Inc.
JOE JUNIOR AND THE CRAB CLUB	3,023,367	12/6/2005	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK	1,972,218	5/7/1996	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK and Design (Pirate)	1,955,196	2/6/1996	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK and Design (Pirate)	1,980,521	6/18/1996	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK NO VACANCY and Design	2,075,735	7/1/1997	Ignite Restaurant Group, Inc.
JOE'S SEAFOOD HOUSE	2,981,272	8/2/2005	Ignite Restaurant Group, Inc.
JOE'S SEAFOOD SHACK	2,757,177	8/26/2003	Ignite Restaurant Group, Inc.
JOE'S SHRIMP HOUSE	2,782,406	11/11/2003	Ignite Restaurant Group, Inc.
Miscellaneous Design (ARROW Design)	3,069,795	3/21/2006	Ignite Restaurant Group, Inc.
PEACE LOVE & CRABS!	2,099,152	9/23/1997	Ignite Restaurant Group, Inc.
PEACE LOVE & CRABS! and Design	2,101,214	9/30/1997	Ignite Restaurant Group, Inc.
SEAFOOD WITH AN ATTITUDE!	2,183,259	8/25/1998	Ignite Restaurant Group, Inc.
JOE'S CRAB SHACK AN EMBARRASSMENT TO ANY NEIGHBORHOOD	1,917,042	9/5/1995	Ignite Restaurant Group, Inc.

Trademark	Registration No.	Registration Date	Record Owner
JOE'S CRAB SHACK and Design	TX 5,154,717	2/19/1992	Ignite Restaurant Group, Inc.

TRADEMARK LICENSE AGREEMENTS

1. License Agreement, dated as of June 3, 2010, by and between Gourmet Express Holding, LLC ("Licensee") and Ignite Restaurant Group, Inc. ("Licensor").
2. License Agreement, as amended on July 30, 2009, by and between Ignite Restaurant Group, Inc. ("Licensor") and Landry's Trademark, Inc. ("Licensee").